

Marked Copy

DRAFT: April 19, 1995

**NON-QUALIFIED STOCK OPTION AGREEMENT**  
**AMERICA ONLINE, INC.**  
(WAIS Employees)

AGREEMENT made this <<DAY>> day of May, 1995, between AMERICA ONLINE, INC. (the "Company"), a Delaware corporation having a principal place of business in Vienna, Virginia and <<NAME>> (the "Participant").

**WHEREAS**, the Company desires to grant to the Participant an Option to purchase shares of its common stock, \$.01 par value (the "Shares") under and for the purposes of the 1992 Employee, Director and Consultant Stock Option Plan of the Company (the "Plan");

**WHEREAS**, the Option is granted to the Participant as contemplated by Section 6.4 of that certain Agreement and Plan of Reorganization, dated as of May, 1995, among the Company, AOL Acquisition Corp., a California corporation and a wholly owned subsidiary of the Company, and Wide Area Information Servers, Inc., a California corporation;

**WHEREAS**, the Company and the Participant understand and agree that any terms used and not defined herein have the same meanings as in the Plan;

**WHEREAS**, the Company and the Participant each intend that the Option granted herein shall be a Non-Qualified Stock Option.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

**1. GRANT OF OPTION.**

The Company hereby irrevocably grants to the Participant the right and option to purchase all or any part of an aggregate of <<SHARES>> Shares, on the terms and conditions and subject to all the limitations set forth herein and in the Plan, which is incorporated herein by reference. The Participant acknowledges receipt of a copy of the Plan.

**2. PURCHASE PRICE.**

The purchase price of the Shares covered by the Option shall be <<PRICE>> per Share, subject to adjustment, as provided in the Plan, in the event of a stock split,

restrict, the express terms and provisions of this Agreement, provided, however, in any event, this Agreement shall be subject to and governed by the Plan.

**17. MODIFICATIONS AND AMENDMENTS.**

The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

**18. WAIVERS AND CONSENTS.**

The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

**19. HOLDING PERIOD APPLICABLE TO PERSONS SUBJECT TO SECTION 16 OF THE SECURITIES EXCHANGE ACT OF 1934.**

If the Participant to whom the Option has been granted pursuant to this Agreement is subject to Section 16 of the Securities Exchange Act of 1934, then at least six (6) months must elapse from the date of grant of the Option to the date of disposition of the Shares.

**20. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of both parties reflected hereon as signatories. Facsimile copies of such counterparts are acceptable

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer, and the Participant has hereunto set his or her hand and seal, all as of the day and year first above written.

**AMERICA ONLINE, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
=><> Lennert J. Leader

**[SIGNATURE PAGE TO**  
**NON-QUALIFIED STOCK OPTION AGREEMENT (WAIS Employees)]**